

## **SECOND AMENDMENT TO CHARTER SCHOOL AGREEMENT**

**THIS SECOND AMENDMENT TO CHARTER SCHOOL AGREEMENT** (“2<sup>nd</sup> Amendment”) is made, entered into, and effective as of this \_\_\_\_ day of \_\_\_\_\_, 2021, the (“Effective Date”), by and between

**THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA**

**as the contracting agent for**

**THE SCHOOL DISTRICT OF MONROE COUNTY**

(hereinafter referred to as “Sponsor”),

a body corporate and political subdivision of the State of Florida,

whose principal place of business is

241 Trumbo Road,

Key West, Florida 33040

and

**SOMERSET ACADEMY, INC. d/b/a**

**Somerset Island Preparatory**

(hereinafter referred to as “School”),

a Florida nonprofit corporation,

whose principal place of business is

20801 Johnson Street,

Pembroke Pines, FL 33029

**WHEREAS**, the Sponsor has previously entered into a Charter School Contract (hereafter referred to as the “Agreement”) between the Sponsor and Key West Independent Education, Inc. effective July 1, 2011, which is scheduled to terminate on July 15, 2021; and

**WHEREAS**, the Sponsor and Key West Independent Education, Inc. entered into an Assignment and Amendment of the Agreement with Somerset Academy Inc. for operation of the School, Somerset Island Preparatory effective July 1, 2019; and

**WHEREAS**, the Sponsor and the School desire to amend the Contract to provide for the terms and conditions set forth below; and

**WHEREAS**, This 2<sup>nd</sup> Amendment would extend the term of the Charter School Contract through July 31, 2021.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE 1 – RECITALS**

1.1 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## **ARTICLE 2 – EXTENSION**

2.1 **Extension.** Pursuant to Section 20 of the Agreement, “Term of Charter”, the term of the Agreement is for a ten (10) year term. The Agreement terminates on the fifteenth (15th) day following the end of the tenth school year following the date of execution, on July 15, 2021.

2.2 **Extended Term.** The School and Sponsor agree that , Section 20 “TERM OF CHARTER” is amended as follows:

The following language from Section 20 of the Agreement, “This Charter shall terminate on the fifteenth (15) day following the end of the tenth school year following the date of execution” is hereby deleted and replaced with the following: This Charter shall terminate on July 31, 2021.

2.3 **Remaining Terms.** Except as specifically modified by this 2<sup>nd</sup> Amendment, the Agreement shall remain in full force as initially executed by the parties. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the Sponsor and the School other than the Agreement as defined above.

## **ARTICLE 3-MISCELLANEOUS PROVISIONS**

3.1 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this 2<sup>nd</sup> Amendment are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this 2<sup>nd</sup> Amendment, nor in any way effect this 2<sup>nd</sup> Amendment and shall not be construed to create a conflict with the provisions of this 2<sup>nd</sup> Amendment.

3.2 **Authority.** Each person signing this 2<sup>nd</sup> Amendment on behalf of either party individually warrants that he or she has full legal power to execute this 2<sup>nd</sup> Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this 2<sup>nd</sup> Amendment.

3.3 **Counterparts.** The 2<sup>nd</sup> Amendment may be executed in several counterparts, each of which shall be deemed an original, all such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this 2<sup>nd</sup> Amendment to Charter School Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

**FOR SPONSOR**

AGREED TO AND APPROVED by the School Board of Monroe County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_ 2021, at a public meeting duly held in Key West, Monroe County, Florida, according to law, and after public hearing.

MONROE COUNTY SCHOOL BOARD  
By:

\_\_\_\_\_  
John Dick, MCSB Chair

ATTEST:

\_\_\_\_\_  
Theresa Axford, Superintendent

(Seal)

Recorded in Book #\_\_\_\_, at Page # \_\_\_\_  
Monroe County School District Records

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for School Board

**FOR SCHOOL**

(Corporate Seal)

SOMERSET ACADEMY, INC.

ATTEST:

By \_\_\_\_\_  
Todd German, President

\_\_\_\_\_  
Ana Diaz, Secretary

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Assignee Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2021, by Todd German of Somerset Academy, Inc. on behalf of the  
corporation. He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath.

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.